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Attorneys for Debtors
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re :
LEHMAN BROTHERS HOLDINGS INC., *et al.* : Chapter 11 Case No.
Debtors. : 08-13555 (JMP)
: (Jointly Administered)
:
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**CERTIFICATE OF NO OBJECTION UNDER 28 U.S.C. § 1746
REGARDING STIPULATION, AGREEMENT, AND ORDER
BETWEEN BNC MORTGAGE LLC AND TEMPE FOUNTAINHEAD
CORPORATE, LLC REGARDING THE TRANSFER OF PERSONAL PROPERTY**

TO THE HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE:

Pursuant to 28 U.S.C. § 1746, and in accordance with this Court's case management procedures set forth in the Amended Order Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rules 1015(c) and 9007 Implementing Certain Notice and Case Management Procedures [Docket No. 2837], dated, February 13, 2009 (the "Amended Case Management Order"), the undersigned hereby certifies as follows:

1. On March 9, 2009, BNC Mortgage LLC and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), filed a Stipulation, Agreement, and Order Approving Agreement Between BNC

Mortgage LLC and Tempe Fountainhead Corporate, LLC Regarding Transfer Of Personal Property [Docket No. 3026] (the “Stipulation, Agreement, and Order”). Notice of the Stipulation, Agreement, and Order was served, in accordance with the procedures set forth in the Amended Case Management Order, on (i) the U.S. Trustee; (ii) the attorneys for the Official Committee of Unsecured Creditors (the “Creditors’ Committee”); (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the United States Attorney for the Southern District of New York; (vi) Fennemore Craig, P.C., attorneys for Tempe Fountainhead Corporate, LLC; and (vii) all parties who have requested notice in these chapter 11 cases.

2. In accordance with the Amended Case Management Order, March 18, 2009 at 4:00 p.m. (Prevailing Eastern Time) was established as the deadline for parties to object or file a response to the Stipulation, Agreement, and Order (the “Objection Deadline”).¹ The Amended Case Management Order provides that pleadings may be granted without a hearing, provided that no objections have been filed prior to the Objection Deadline and the attorney for the entity who filed the pleading complies with the relevant procedural and notice requirements.

3. The Objection Deadline has now passed and, to the best of my knowledge, no objections or other responsive pleadings to the Stipulation, Agreement, and Order have been filed with the Court on the dockets of the above-referenced cases in accordance with the procedures set forth in the Amended Case Management Order, nor has any objection or other responsive pleading with respect to the Stipulation, Agreement, and Order been served on Debtors’ counsel.

¹ The Creditors’ Committee requested that the Objection Deadline be extended to and including March 20, 2009 (the “Extension”). The Debtors agreed to the Extension. The Creditors’ Committee has now informed the Debtors that the Creditors’ Committee does not object to the Stipulation, Agreement, and Order.

4. Accordingly, for the reasons set forth in the Stipulation, Agreement, and Order, the Debtors respectfully request that the proposed Stipulation, Agreement, and Order, annexed hereto as Exhibit A, and unmodified since its filing, be entered in accordance with the procedures described in the Amended Case Management Order.

I declare that the foregoing is true and correct.

Dated: March 23, 2009
New York, New York

/s/ Jacqueline Marcus
Jacqueline Marcus

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EXHIBIT A

(Proposed Stipulation, Agreement, and Order – Docket No. 3026)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x-----
In re : Chapter 11 Case No.
: :
LEHMAN BROTHERS HOLDINGS INC., *et al.* : 08-13555 (JMP)
: :
Debtors. : (Jointly Administered)
: :
-----x-----

**STIPULATION, AGREEMENT, AND ORDER APPROVING
AGREEMENT BETWEEN BNC MORTGAGE LLC
AND TEMPE FOUNTAINHEAD CORPORATE, LLC
REGARDING TRANSFER OF PERSONAL PROPERTY**

TO THE HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE:

BNC Mortgage LLC (“BNC”), an indirect subsidiary of Lehman Brothers Holdings Inc. (“LBHI”), as debtor and debtor in possession, and Tempe Fountainhead Corporate, LLC¹ (the “Lessor”), hereby enter into this stipulation and agreed order (the “Stipulation, Agreement and Order”) and agree, as follows:

RECITALS

A. Commencing on September 15, 2008 and periodically thereafter, LBHI and certain of its subsidiaries (collectively, the “Debtors”) commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). On January 9, 2009, BNC commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors’ chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

¹ Tempe Fountainhead Corporate, LLC is a successor to Amberjack Ltd., the original lessor.

The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. On September 17, 2008, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed the statutory committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code.

C. On January 19, 2009, the U.S. Trustee appointed Anton R. Valukas as examiner in the above-captioned chapter 11 cases (the “Examiner”) and by order, dated January 20, 2009 [Docket No. 2583] the Court approved the U.S. Trustee’s appointment of the Examiner.

D. BNC leased certain nonresidential real property, located at 1501 W. Fountainhead Pkwy in Tempe, Arizona (the “Fountainhead Property”), from Lessor pursuant to a lease dated September 15, 2003 (the “Lease”). Under the terms of the Lease, BNC agreed to pay \$19,201 per month, through August 7, 2011, to Lessor in exchange for the use of the Fountainhead Property. BNC furnished the Fountainhead Property with certain fixtures, furniture, and other office equipment (the “FF&E”). BNC estimates that the FF&E is currently worth approximately \$6,000.

E. On February 4, 2009, BNC filed a motion (the “Motion”) [Docket No. 2730], pursuant to sections 363(b), 365(a), and 554(a) of the Bankruptcy Code and Rules 6004, 6006, and 9014 of the Bankruptcy Rules, for authorization to (i) reject certain leases and subleases of nonresidential real property and (ii) sell or abandon certain *de minimis* assets.

F. The Court granted the Motion by order dated February 24, 2009 (the “Rejection Order”) [Docket No. 2914]. The Rejection Order authorized BNC’s

rejection of the Lease and the sale or abandonment of the FF&E located at the Fountainhead Property without further authorization of the Court.

G. The Rejection Order provides that the Lease is deemed rejected on the earlier of (i) the date BNC relinquished possession of the Fountainhead Property or (ii) February, 24, 2009, the date the Court entered the Rejection Order.

H. BNC has not paid any rent since the commencement of its chapter 11 case. BNC estimates that the post-petition rent payable to the Lessor is approximately \$21,000. BNC relinquished possession of the Fountainhead Property to the Lessor by letter dated February 11, 2009, but did not remove the FF&E from the premises.

I. BNC and the Lessor have agreed, subject to approval of this Court, that the Lessor will waive any and all post-petition claims arising under the Lease from the commencement of BNC's chapter 11 case on January 9, 2009 through the date of rejection of the Lease on February 11, 2009, in exchange for the FF&E located at the Fountainhead Property.

Agreement and Order

NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED AND ORDERED by and between the Debtors and the Lessor, through their undersigned counsel, that:

1. The Lessor agrees to waive any and all post-petition administrative claims against BNC arising under the Lease in exchange for the FF&E located at the Fountainhead Property.

2. The limited relief set forth herein shall not be construed as an admission of liability by LBHI of any pre- or post-petition claim or cause of action arising from or in relation to the Lease.

3. Upon entry of this Stipulation, Agreement and Order, Lessor hereby forever waives and releases any and all post-petition administrative claims, liabilities, causes of action, demands, and damages of whatever kind or nature and whether known or unknown against BNC arising after the commencement of BNC's chapter 11 case from or in relation to the Lease.

4. BNC and the Lessor agree that this Court shall be the exclusive forum with respect to any disputes or controversies relating to or arising under this Stipulation, Agreement and Order.

5. If this Stipulation, Agreement and Order is not approved by the Bankruptcy Court, it shall be deemed null and void and shall not be referred to or used for any purpose by any of the parties hereto or any of the other parties in BNC's chapter 11 case.

6. This Stipulation, Agreement and Order can only be amended or otherwise modified by a signed writing executed by the parties.

7. The person who executes this Stipulation, Agreement and Order by or on behalf of each respective party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation, Agreement and Order on behalf of such party.

8. This Stipulation, Agreement and Order may be executed in counterparts, each of which shall be deemed an original but all of which together shall

constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation, Agreement and Order to present any copy, copies, electronic copies, or facsimiles signed by the parties here to be charged.

9. This Stipulation, Agreement and Order shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Stipulation, Agreement and Order shall be governed by the laws of the State of New York, without regard to the application of New York's conflict of law principles.

Dated: March 6, 2009
New York, New York

WEIL GOTSHAL & MANGES, LLP

/s/ Jacqueline Marcus
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Attorneys for Tempe Fountainhead
Corporate, LLC

SO ORDERED:

Dated: March __, 2009
New York, New York

UNITED STATES BANKRUPTCY JUDGE